

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DOA7	PAGE OF 1 61 PAGES
2. CONTRACT NO. 55-98155	3. SOLICITATION NO. RFP5-56013/206	4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED 12/4/98
6. REQUISITION/PURCHASE NO. 603-56013		8. ADDRESS OFFER TO (If other than Item 7) NASA Goddard Space Flight Center Attn: Mary V. Stevens, Bid Room, Code 213.2 Building 17, Room Greenbelt, MD 20771	
ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Greenbelt, MD 20771		CODE 216	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 17 until 10:00 am local time August 13, 1998.

CAUTION / LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Mary V. Stevens	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 286-6993
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO. 001	DATE 12/23/97	AMENDMENT NO. 002	DATE 07/29/98

15A. NAME AND ADDRESS OF OFFEROR Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706	CODE 8Z992	FACILITY 8Z992	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) David L. Sherry Vice-President of Administration
15B. TELEPHONE NO. (Include area code) (301) 794-5306	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <i>[Signature]</i>	18. OFFER DATE 8/13/98

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	27. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	28. AWARD DATE DEC 1 1998

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

FILE COPY

ACCOUNTING AND APPROPRIATION DATA

PCN: 603-56013A(1C)
JON: 633-212-62-10-78
APP: 808/90110(98)
BLI: A701
OC: 63-2529
AMT: \$0
BNC: 206

PCN: 630-08454A(1C)
JON: 633-212-62-10-78
APP: 809/00110(99)
BLI: B401
OC: 63-2529
AMT: \$2,085,000
BNC: 206

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SUPPLIES OR SERVICES AND PRICES/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

Contract
Line Item
Number

Description

- | | |
|-----|---|
| 1 | Cost-Plus-Incentive-Fee (CPIF) Performance Based/Metric Services in the following areas (described in Attachment A): |
| 1.1 | Metrics Tracking System |
| (a) | Metric Tracking Plan |
| 1.2 | NSSDC Data Operations |
| (a) | Archive Management Plan |
| 1.3 | Information Systems Operations |
| 1.4 | Computing Systems Operations |
| 1.5 | ROSAT Science Data Processing and Management |
| 1.6 | ASCA Science Data Processing and Management |
| 1.7 | Electronic Handbooks |
| 2 | Cost-Plus-Award-Fee (CPAF) Level-of-Effort in accordance with Clause C.4, Task Ordering Procedure and Clause C.3, Level-of-Effort (Cost), in the following areas (described in Attachment A): |
| 2.1 | Astrophysics Activities |
| 2.2 | Space Physics Activities |
| 2.3 | Archiving and Information Systems at NSSDC |
| 2.4 | Support for Orbiting Satellites Project |
| 3 | Administrative Reports |
| 3.1 | Task Plans in accordance with Clause C.4 |
| 3.2 | NASA Form Monthly 533M and 533Q Reports in accordance with Clause H.2 |
| 3.3 | Monthly Progress Report in accordance with Clause C.2 |
| 3.4 | Final Task Order Report in accordance with Clause C.2 |
| 3.5 | Final Report in accordance with Clause C.2 |
| 3.6 | Insurance Notification in accordance with Clause I.10 |
| 3.7 | Centrally Reportable Equipment Report in accordance with Clause G.10 |
| 3.8 | On-Site Personnel Report in accordance with Clause H.3 |

- 3.9 Telephone Certification in accordance with Clause H.4
- 3.10 Foreign Travel Requests and Reports in accordance with Clause G.1
- 3.11 Subcontract Notification in accordance with Clause I.1 or 52.244-2
- 3.12 Subcontracting Reports in accordance with Clause H.5
- 3.13 GSFC Form 20-4 in accordance with Clause G.4
- 3.14 NASA Form 1489 in accordance with Clause G.4
- 3.15 NASA Form 1324 in accordance with Clause G.4
- 3.16 NASA Form 1018 in accordance with Clause G.12
- 3.17 New Technology Reports in accordance with Clause G.8
- 3.18 Inventory of COTS software products, custom-built software, hardware and firmware in accordance with Clause H.12
- 3.19 Year 2000 Compliance Test Plans in accordance with Clause H.12
- 3.20 Software test data sets and results in accordance with Clause H.12

- 4 All data, information, or software (source code and executables) developed or handled under this contract, to be delivered in electronic form

(End of clause)

B.2 TYPE OF CONTRACT

- (a) This is a hybrid Performance Based Services and Level-of-Effort Contract.
- (b) CLIN 1 "Performance Based/Metric Services" consists of CPIF Performance Based services. These services shall be furnished by the Contractor on a continuing basis.
- (c) CLIN 2 "CPAF Level-of-Effort" in the following areas, "Astrophysics Activities, Space Physics Activities, Archiving and Information Systems at NSSDC, and Support for Orbiting Satellites Project", will be authorized via Task Order issued to the Contractor in accordance with Clause C.4 Task Ordering Procedure and Clause C.3 Level-of-Effort (Cost).

(End of Text)

B.3 CONTRACT VALUE

I. ESTIMATED COST AND INCENTIVE FEE (APPLICABLE TO CLIN 1)

- (a) The target cost of CLIN 1 of this contract is \$6,032,677 The target incentive fee of CLIN 1 of this contract is \$723,389. The total target cost and target incentive fee for CLIN 1 as contemplated by the incentive fee clause of this contract is \$6,756,066. The available technical incentive fee is \$361,694.50 The target cost incentive

SUPPLIES OR SERVICES AND PRICES/COST

fee is \$361,694.50. The cost incentive fee earned may be adjusted upward or downward from the target cost incentive fee depending on contractor cost performance for CLIN 1.

The maximum incentive fee for cost is 150 percent of target fee.

The maximum downward adjustment to cost incentive fee shall not be greater than the total cost incentive plus earned technical incentive fee.

The cost sharing for cost incentive fee for underruns is:

Government: 75 % Contractor: 25 %

The cost sharing for cost incentive fee for overruns is:

Government: 25 % Contractor: 75 %

(b) The percentages defined in paragraph (a) above shall apply to the option periods if exercised.

II. ESTIMATED COST AND AWARD FEE (APPLICABLE TO CLIN 2)

(a) The estimated cost of CLIN 2 of this contract is \$6,559,046 and the maximum award fee for CLIN 2 of this contract is \$458,801. The total estimated cost, and maximum award fee for CLIN 2 of this contract is \$7,017,847.

(End of Text)

B.4 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93) (DEC 1992)

This contract may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods, costs and any fees are as follows:

Performance Based Services as described in Clause B.1, CLIN 1:

<u>Option</u>	<u>Period</u>	<u>Target Cost</u>	<u>Target Incentive Fee</u>	<u>TOTAL CPIF</u>
1	1 Year	\$2,561,969	\$307,949	\$2,869,918
2	1 Year	\$2,469,033	\$296,284	\$2,765,317
3	1 year	\$2,331,057	\$279,028	\$2,610,085

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Level-of-Effort Labor Hour Services as described in Clause B.1, CLIN 2:

<u>Option</u>	<u>Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Total CPAF</u>	<u>Target Hours</u>
1	1 Year	\$3,414,890	\$ 239,384	\$ 3,654,274	80,652
2	1 Year	\$3,495,751	\$244,703	\$ 3,740,454	80,652
3	1 year	\$3,550,766	\$247,843	\$3,798,609	80,652

(End of clause)

B.5 ESTIMATED COST INCREASES

(a) The requirements of this clause are in conjunction with the Limitation of Funds clause in Section I of this contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but, for proposals of less than \$1,000,000, no later than 90 days before the incurred costs are expected to exceed the estimated cost and no later than 155 days for proposals of \$1,000,000 or more. These proposal times are intended to allow adequate time for the Government to evaluate the proposal and establish any increase in estimated cost with the Contractor.

(d) The proposal shall provide elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements to support the revised estimate to complete the contract. Supporting explanation for the increases and projections, sufficient to allow the Government to understand the reasons for the increased estimated cost, shall be provided. The proposal shall comply with the requirements of FAR 15.804-2, "Requiring Cost or pricing data", and any other cost data and format requirements that may be required by the Contracting Officer.

(End of text)

SUPPLIES OR SERVICES AND PRICES/COST

B.6 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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SUPPLIES OR SERVICES AND PRICES/COST

B.7 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

A. CLIN 1

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$880,704**. This allotment is for CLIN 1 and covers the following estimated period of performance: **TBD**.

(b) An additional amount of **\$120,096** is obligated under this contract for the payment of fee for CLIN 1.

B. CLIN 2

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$1,008,306**. This allotment is for CLIN 2 and covers the following estimated period of performance: **TBD**.

(b) An additional amount of **\$75,894** is obligated under this contract for the payment of fee for CLIN 2.

(End of clause)

B.8 NONPROPOSED COSTS

(a) The total estimated cost of this contract includes the following estimated costs:

CLIN 1

<u>Cost Element</u>	<u>Base Period</u>	<u>Estimated Cost</u>		
		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Travel	\$10,000	\$5,000	\$5,000	\$5,000
Materials	\$2,000	\$1,000	\$1,000	\$1,000

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SUPPLIES OR SERVICES AND PRICES/COST

CLIN 2

<u>Cost Element</u>	<u>Base Period</u>	<u>Estimated Cost</u>		
		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Travel	\$80,000	\$40,000	\$40,000	\$40,000
Materials	\$2,000	\$1,000	\$1,000	\$1,000

(b) The amounts listed above are exclusive of indirect rates applied in accordance with the Contractor's accounting system.

(c) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of text)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities except as otherwise provided in this contract to support the Space Science Data Operations Office (SSDOO) including the National Space Science Data Center (NSSDC). Support includes, but is not limited to, acquisition, ingestion, management, and dissemination of NASA's mission data and related information, as well as developing, maintaining, evolving and operating sophisticated computer systems as defined in Attachment A. The Contractor shall furnish all services specified in Section B of this contract and pursuant to any task order, at the level of effort stated elsewhere in this section C, in accordance with Attachment A--Statement of Work and Attachment B--Position Descriptions.

(End of clause)

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992)

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems which may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Final task order report (applicable to CLIN 2). The Contractor shall submit a final task order report which documents and summarizes the results of the effort performed under the task order, including recommendations and conclusions based on the experience and results obtained. The final task order report shall include tables, graphs, diagrams, curves, sketches, photographs, software and documentation, and drawings in sufficient detail to comprehensively explain the results achieved under the task order.

(c) Final Report. The Contractor shall submit a final report which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, software and documentation, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(d) Report Documentation Page. The Contractor shall include a completed Report Documentation Page (NASA Form 1626) as the final page of each submitted report. The

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copies provided to the Center for AeroSpace Information shall have a completed Standard Form 298, Report Documentation Page, as the last page. Refer to NASA FAR Supplement clause 18-52.235-70, "Center for AeroSpace Information" of this contract.

(e) Submission. The Contractor shall submit the reports required by this clause as follows:

[M=Monthly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	M, F	Contracting Officer	216
2	M, F	Contracting Officer's Technical Representative (COTR)	630
1	F	Publications and Graphics Services Section	253.1
2	M, F	Center for AeroSpace Information Attn: Accessioning Department 800 Elkridge Landing Road Linthicum Heights, MD 21090-2934	

(f) Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

C.3 LEVEL-OF-EFFORT (COST) (Applicable to CLIN 2)

(a)(1) During the term of the contract, the Contractor is obligated to provide 161,304 labor hours plus or minus 10%. The direct total labor hours are distributed in accordance with Attachment C--Skill Mix.

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(2) The allocation of total direct labor hours between labor categories, as shown in Attachment C, reflects the best estimate of the skill mix required to perform the contract. It is understood and agreed that this allocation of direct labor hours may be varied, if necessary, in the actual performance of the work.

(b) "Direct Labor Hours" are those productive hours expended by Contractor personnel performing work under this contract that are being charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

(c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) of this clause. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in the clause.

(d) The fee, if any, is based upon the furnishing of at least the specified minimum of direct labor hours, including subcontractor hours. If the Contractor provides less than the specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified in this clause and the amount of direct labor hours provided by the Contractor. Prior to making such adjustment, the Contracting Officer will request the Contractor to provide a written explanation of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of downward adjustment in fee.

(End of Text)

C.4 TASK ORDERING PROCEDURE (Applicable to CLIN 2)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A Statement of Work identifying the objectives or results desired from the contemplated task order.

(2) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Statement of Work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(5) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(6) Delivery/performance schedule including start and end dates.

(7) If contract funding is by individual task order, accounting and appropriation data.

(e) The contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

SECTION C OF NAS5-98156

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Text)

SECTION D OF NAS5-98156
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

INSPECTION AND ACCEPTANCE

E.1 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 1 year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE (GSFC 52.212-93) (OCT 1988)

The items required by this contract shall be delivered as follows:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Date</u>
1	CPIF Performance Based/Metric Services and Plans in the following areas: 1.1 Metrics Tracking System Services (a) Metric Tracking Plan 1.2 NSSDC Data Operations Services (a) Archive Management Plan 1.3 Information Systems Operations Services 1.4 Computing Systems Operations Services 1.5 ROSAT Science Data Processing and Management Services 1.6 ASCA Science Data Processing and Management Services 1.7 Electronic Handbooks	As Specified in Attach. A	As Specified in Attach. A
2	CPAF Level-of-Effort Services in the following areas: 2.1 Astrophysics Activities 2.2 Space Physics Activities 2.3 Archiving and Information Systems at NSSDC 2.4 Support for Orbiting Satellites Project	See Clause C.3	As Required
3	Administrative Reports 3.1 Task Plans 3.2 NASA Financial Management Reports 3.3 Monthly Progress Report 3.4 Final Task Order Report 3.5 Final Report 3.6 Insurance Notification 3.7 Centrally Reportable Equipment Report 3.8 On-Site Personnel Report 3.9 Telephone Certification 3.10 Foreign Travel Requests/Reports 3.11 Subcontract Notification 3.12 Subcontracting Reports 3.13 GSFC Form 20-4 3.14 NASA Form 1489 3.15 NASA Form 1324 3.16 NASA Form 1018 3.17 New Technology Reports 3.18 Inventory of COTS software products, custom-built software, hardware and firmware	See Clause C.4 See Clause H.2 See Clause C.2 See Clause C.2 See Clause C.2 See Clause I.10 See Clause G.10 See Clause H.3 See Clause H.4 See Clause G.1 See Clause I.1 See Clause H.5 See Clause G.4 See Clause G.4 See Clause G.4 See Clause G.12 See Clause G.8 See Clause H.12	As Required See Clause H.2 See Clause C.2 See Clause C.2 See Clause C.2 See Clause I.10 See Clause G.10 See Clause H.3 See Clause H.4 See Clause G.1 See Clause I.1 See Clause H.5 See Clause G.4 See Clause G.4 See Clause G.4 See Clause G.12 See Clause G.8 See Clause H.12

DELIVERIES OR PERFORMANCE

3.19	Year 2000 Compliance Test Plans	See Clause H.12	See Clause H.12
3.20	Software test data sets and results	See Clause H.12	See Clause H.12
4	All data, information, or software (source code and executables) developed or handled under this contract, to be delivered in electronic form	As appropriate	End of contract

(End of clause)

F.2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s): NASA's Goddard Space Flight Center and if necessary, at the Contractor's Facility(ies).

(End of clause)

F.3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

DELIVERIES OR PERFORMANCE

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.4 F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
(52.242-10) (APR 1984)

(a) F.O.B. origin shipments shall be made on Government bills of lading, or, if the supplies are mailable, via the U.S. Postal Service or a foreign postal system, as appropriate, with postage costs prepaid by the Contractor. Any direct charge for postage costs shall be listed as a separate item on invoices for the supplies shipped. Use of agency official indicia mail by Contractors is not authorized. Quantities shall not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

(b) If Government bills of lading are not furnished with the contract or applicable ordering document, the Contractor shall obtain them from the Contracting Officer or designated representative.

(c) Unless otherwise directed, the Contractor shall address overseas parcel post to an ultimate DOD consignee in care of a designated Army, Air Force, or Navy (fleet) post office and not to, or in care of, a transportation officer, or other activity at a CONUS water or aerial terminal for transshipment.

(End of clause)

DELIVERIES OR PERFORMANCE

F.5 PERIOD OF PERFORMANCE

The period of performance for this contract shall be for a period of 2 years from the effective date of this contract. In accordance with B.4 "Option to Extend--Service Contract (GSFC 52.217-93) (Dec. 1992) and FAR 52.217-9 "Option to Extend" as incorporated in Section I by reference, this contract may be extended through the exercise of up to three one-year options to extend.

(End of Text)

CONTRACT ADMINISTRATION DATA

G.1 LIST OF SECTION G CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

(18-52.227-70) NEW TECHNOLOGY (JULY 1995)

(18-52.242-71) TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

(End of By Reference Section)

G.2 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232-100) (MAY 1989)

Vouchers for the payment of costs and fee(s) shall be submitted separately, but shall include the total cumulative cost and fee(s) previously claimed and paid. Cost vouchers must be submitted to the cognizant audit agency representative and fee vouchers must be submitted to the Contracting Officer.

The Contractor shall submit cost vouchers and any required supporting statements or certificates, identified with the contract number, by use of SF 1034 and SF 1035 or equivalent Contractor's attachment. The cognizant audit agency is the "Designated Billing Office" for cost vouchers for Prompt Payment clause purposes.

Copies of the SF 1034A shall be marked, by insertion in the memorandum block, the title and address of the following:

NASA GSFC Accounts Payable Section, Code 151.3A	(Copy 1)
NASA GSFC Contracting Officer, Code 216	(Copy 2)
Contractor	(Copy 3)
Contract Administration Office	(Copy 4)

Payments of vouchers for cost and for fee shall be subject to the withholding provisions of the contract.

For the purposes of the Prompt Payment clause of this contract as it relates only to the final cost voucher, acceptance occurs on the date the final voucher is signed by the Closing Contracting Officer. This is considered the date of final settlement.

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Each voucher for reimbursement of costs shall detail the total vouchered charges by showing current and cumulative costs in the following manner:

Element of Cost	Billing Period	Cumulative
Direct Labor (by category)		
Total Direct Labor		
Overhead (by site)		
Total Overhead		
Other Direct Costs (List)		
Subtotal		
General and Administrative		
Fee		
Total	\$ _____	\$ _____

In the event that no charges exist for any one of the line items, such shall be so indicated by entering \$0 (zero dollars). Each voucher shall breakout under the appropriate Element of Cost, costs where there are more than one subcontract with cumulative costs of \$100,000 or more; any items of special test equipment in excess of \$10,000; any facility items; any subcontracts classified in the contract as "critical"; and/or any Other Direct Charges, with adequate descriptions of those itemized costs by title of the equipment or facility item, subcontractor name and number, etc. as appropriate. Inability to reconcile the entries with recorded Contracting Officer approvals, particularly in the areas of facilities and special test equipment, may result in the voucher being returned for correction and resubmission.

If this is a Cost Plus Award Fee contract, award fee will be paid without the submittal of a voucher. However, vouchers must be submitted for payment of any base fee. Award fee will be paid on the basis of a unilateral contract modification stating the award fee earned and issued subsequent to the Fee Determination Official's letter to the Contractor.

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Fixed fee or base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, subject to any withholding provisions of the contract.

If this is a cost-plus-incentive-fee contract, payment of fee shall also be in installments based on the percentage of completion of work, as determined by the Contracting Officer, with the percentage of completion applied to the target fee, unless payment is adjusted downward or upward by the Contracting Officer in accordance with paragraph (c) of the Incentive Fee clause (FAR 52.216-10) of this contract.

Vouchers for fee shall state the period for which fee is claimed and shall indicate the percentage of completion of work required by the contract which has been completed, together with the basis used for computing the fee installment claimed. If this is a cost-plus-incentive fee contract, the amount of fee claimed on the final voucher shall be segregated into amounts claimed for target fee and for incentive fee.

Fee vouchers should be submitted to the Contracting Officer, Code 216. This is the "Designated Billing Office" for fee vouchers.

(End of clause)

G.3 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

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(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of clause)

G.4 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (OCT 1988)

Before the Contractor purchases a piece of controlled equipment (as identified in NHB 4200.1D, paragraph 3.101), the Contractor shall submit a DD Form 1419, DoD Industrial Plant Equipment Requisition, through the Contracting Officer, to the GSFC Reutilization Coordinator, Code 235.2, for the prescreening of the NASA Equipment Management System (NEMS) records to determine the availability of candidate equipment which may satisfy the requirement and thus avoid a new acquisition.

Following the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, or by other means acceptable to the GSFC Supply and Equipment Management Officer, Code 235.1, transferring that equipment to the Government, to the GSFC Supply and Equipment Management Officer, Code 235.1, with a copy to the GSFC Property Accountant, Code 151.4A within 5 working days. The GSFC Form 20-4 or other form, must contain all of the data elements identified necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased. Submission of this form does not negate the requirement for subcontract notification and/or consent as specified in the Subcontracts clause or elsewhere in this contract.

If the Contractor maintains a stock inventory with a minimum average value of \$75,000, the Contractor shall comply with NHB 4100.1B, including submission of a NASA Form 1489, Semi-Annual Analysis of Inventory Report, and a NASA Form 1324, Semi-Annual Report of Supply and Equipment Management Operations. Both reports shall be submitted within 5 working days after the March 31 and September 30 reporting period each year to the Supply and Equipment Management Office, Code 235.1, with a copy to the Contracting Officer.

CONTRACT ADMINISTRATION DATA

The Contractor shall submit listings of all Contractor-acquired property, acquired during the reporting period under the contract, suitable for establishing accountable records for all such property received, on a quarterly basis within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30, to the Contracting Officer, and the Supply and Equipment Management Officer, Code 235.1. For controlled equipment, the listings shall include item description, manufacturer, model, serial number, cost, location of the items, and GSFC property number. For all other acquisitions, the listings shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's, or other forms, and materials included in NASA Form 1489 shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(End of clause)

G.5 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96) (JUN 1992)

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts," except that paragraph (e) does not apply to on-site locations.

NASA FAR Supplement clause 18-52.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-97, "Facilities to be Acquired".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 18-52.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

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NASA FAR Supplement clause 18-52.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 18-52.245--71, "Installation-Accountable Government Property".

NASA FAR Supplement clause 18-52.245-77, "List of Installation Accountable property and Services".

GSFC clause 52.245-93, "Contractor Acquired Government Property"

(End of clause)

G.6 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)

In accordance with FAR clause 52.244-2, "Subcontracts Under Cost-Reimbursement and Letter Contracts--Alternate I" of this contract, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "facilities" as defined in the Federal Acquisition Regulation (FAR) 45.301. The policy on providing facilities to contractors is contained in FAR 45.302-1 and NASA FAR Supplement 18-45.302-1.

(End of clause)

G.7 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (OCTOBER 1996)
(Applicable to CLIN 2)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in Clause B.3 "Contract Value" of this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Performance Evaluation

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Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.3A, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Award Fee Matrix. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of clause)

G.8 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	702	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	204	Goddard Space Flight Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any

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correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights --Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in

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paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
(1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

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G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)
(JUL 1997)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Provided Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes user responsibilities prescribed in installation property management directives listed elsewhere in this contract. The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon

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request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845-71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC), Financial Management Division, Code 151.4, Greenbelt, MD 20771 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set-aside. If the Contractor fails to submit annual NF 1018 reports when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

(End of clause)

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G.13 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Desktop ADP equipment to be made available is listed in Attachment F. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: None
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.

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(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.14 CONTRACT FEE STRUCTURE

I. CLIN 1: CPIF Performance Based Metric Elements

(a) The incentive fee applicable to CLIN 1 consists of cost and technical performance metrics. The target incentive fee for CLIN 1 is to be allocated as follows:

Cost Performance:	50%
Technical Performance:	50%

(b) The technical performance incentive will measure the performance of the Contractor against the salient performance metrics defined in Attachment A, Section 1 "Performance Based Metric Services". Periodic evaluations, as described in paragraph (d) of this clause, will be performed by the Technical Officer and the Contracting Officer measuring performance against weighted technical incentives. If a metric does not apply to an evaluation period because there is no activity to assess, then the metric will not be evaluated. The Technical Officer and the Contracting Officer may give special consideration to unusual or unexpected events or circumstances which are beyond the Contractor's control and negatively impact the Contractor's ability to meet the technical performance metrics. The decision as to what constitutes an unusual or unexpected event or circumstance and its impact on payment of fee in the impacted metric(s) rests solely with the Contracting Officer and Technical Officer and is not subject to the Disputes Clause of this contract. Technical performance metrics described in Attachment A may be revised by mutual agreement of the parties. Any such agreement will be reflected in a bilateral modification to the contract.

(c) If a determination is made that the Contractor scores outstanding in all of the technical performance incentives then the maximum amount of fee available for that period will be earned. The detailed computation for the calculation of earned technical incentive fee is contained in Attachment G.

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(d) The technical incentive evaluation periods and the available fee amounts are as follows:

<u>Period #</u>	<u>Period</u>	<u>Available Amount</u>
1	contract award + 6 months	\$ 101,191.25
2	6 months	\$ 101,191.25
3	6 months	\$ 79,656
4	6 months	\$ 79,656

All unearned fee for a given evaluation period will be considered lost fee with a corresponding reduction to the total negotiated target technical incentive fee for CLIN 1 by a modification to the contract.

(e) The cost incentive will measure the Contractor's ability to meet the target cost of CLIN 1 as described below and in Clause 52.216-10 of Section I by reference. The cost incentive payable under CLIN 1 of this contract shall be the target fee (50% of the total negotiated fee) increased by \$.25cents for every dollar that the total allowable cost is less than the target cost or decreased by \$.75cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the cost incentive fee be greater than 150 percent. The maximum downward adjustment to cost incentive fee shall not be greater than the total cost incentive plus earned technical incentive fee.

II. CLIN 2: CPAF Level-of-Effort Labor Hour Services

(a) The award fee applicable to CLIN 2 is for evaluation of cost, schedule and technical performance. Award fee evaluations, determinations, and payment will be in accordance with the terms of Clause G.7 "Award Fee for Service Contracts" and the Performance Evaluation Plan.

(End of Text)

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G.15 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS (GSFC 52.245-92) (JUL 1993)

(a) Government property (plant equipment) categorized as facilities (defined in FAR 45.101) has been provided for the performance of this contract in accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)."

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

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(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the following items:

None

(End of clause)

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H.1 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

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(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;
- (3) Is rightfully received by the Contractor from a third party without restriction;
- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC 52.204-95) (OCT 1988)

The Contractor shall submit NASA Financial Management Reports 533M and 533Q, as required by the NASA Contractor Financial Management Reporting clause of this contract. The reports shall contain the following categories:

Performance Based (By Section i.e., SOW Section 1.1 - 1.7/by hour):	Direct Labor (by Category) Overhead (by Site) Other Direct Costs (List) G&A Fee
Total Performance Based (Total/by hour):	Direct Labor (by Category) Overhead (by Site) Other Direct Costs (List) G&A Fee

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Individual Task Order
(Total/by hour):

Direct Labor (by Category)
Overhead (by Site)
Other Direct Costs (List)
G&A
Fee

Total Task Order (Total/
by hour):

Direct Labor (by Category)
Overhead (by Site)
Other Direct Costs (List)
G&A
Fee

Copies of the reports shall be submitted to:

Copies	Addressee	Code or Attention
1	Contracting Officer	216
1	COTR	630
1	Financial Manager	603
1	Cognizant activity (when contract administration is delegated)	

(End of clause)

H.3 ONSITE CONTRACTOR PERSONNEL REQUIREMENTS AND REPORT (GSFC 52.204-99) (OCT 1988)

The Goddard Space Flight Center (GSFC) maintains a Locator and Information Services Tracking System (LISTS) which contains work and home data about the GSFC's civil service, contractor, and tenant workforces.

The Contractor shall provide certain data regarding the Contractor's onsite workforce to enable the LISTS to be maintained in a current status.

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The Contractor shall report additions in its personnel roster, as they take place, by GSFC Form 24-27, "LISTS Data and Badge and Decal Information". Instructions for completing GSFC Form 24-27 are contained in GSFC Form 24-27a. These forms are available from GSFC store stock. The form(s) shall be submitted to the Contracting Officer's Technical Representative (COTR), Code 630. The COTR will process the form(s) with the LISTS Monitor (LM) assigned to the COTR's Division and return the approved form(s) to the Contractor. The Contractor shall furnish a copy of the approved form(s) to the Contracting Officer and provide the approved form(s) to the GSFC Security Branch/Identification Section, Code 205.1 to obtain a motor vehicle decal and a badge for the Contractor employee(s).

The Contractor shall submit monthly onsite personnel reports containing data under two categories:

- For the current onsite workforce, and others requiring access to GSFC, the name(s), principal building and room location(s), telephone extension(s), mail code, organizational code(s) of the GSFC organization(s) being supported, offsite location and phone number, if applicable, and comments (if desired).
- A list of Contractor employees who have joined or left the employment of the Contractor or moved off-site to perform GSFC contracted work during that same monthly reporting period, indicating which have moved off-site and/or no longer require access to GSFC and which have joined or left employment.

Whenever possible, the Contractor should use a copy of a LISTS report, which will be provided by the LISTS Manager, Code 201, for the monthly onsite personnel reports. The Contractor shall annotate this provided report to correct any discrepancies noted. A copy the onsite personnel report shall be submitted by the 10th calendar day of the month following the month being reported to the COTR, the Contracting Officer, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201.

The Contractor shall update the LISTS due to any changes in locator information noted on the Contractor submitted monthly reports by completing that portion of the GSFC Form 24-27 which needs to be updated including the Goddard Identification Number (GIN) provided on the LISTS report and submit the updated GSFC Form 24-27 to the LISTS Monitor, Code 630.

The Contractor shall ensure that all Contractor personnel working onsite at, or requiring access to the GSFC, who leave its employment or change their work location to off-site or no longer require access to GSFC, process out through the GSFC Security Branch/Identification Section, Code 205.1. Such employees shall return all GSFC property, including identification badges, mission badges, vehicle decals, temporary

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passes, and keys. If the employee leaves or is terminated without "prior notice"; i.e., "quits" or is "involuntarily" terminated, the Contractor shall ensure that all such Government property associated with each of its employees is returned to the Security Branch/Identification Section within 30 days of the employee's departure.

The Contractor may contact the LISTS Manager at the Institutional Support Branch, Code 201, 286-2306, for assistance regarding the LISTS System.

(End of clause)

H.4 GOVERNMENT PREMISES--PERSONNEL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JUN 1997)

(a) Access. A portion or all of the work by this contract must be performed at the Goddard Space Flight Center (GSFC) or other NASA installations or sites. The right of ingress and egress to the Government site for Contractor personnel shall be made available as required.

(b) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by contractors utilizing GSFC facilities:

GMI 1040.5	Emergency Management Program
GMI 1040.6	Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	Confined Space Policy
GMI 1790.1	Chemical Hygiene Plan

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GMI 2540.2	Administrative Communications Handbook
GMI 5104.7	Policy Concerning Contracts Requiring Onsite Performance and the Administration Thereof
GMI 8821.1	Facilities Configuration Management
GMI 8800.2	Goddard Space Flight Center Environmental Handbook
GMI 8840.1	Paper Recycling Program

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

Copies of the current issuances may be obtained from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) Telephone usage certification. If the installation provided property and services listed in NASA FAR Supplement clause 18-52.245-77 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GHB 2540.2, "GSFC Administrative Communications". This certification shall be made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Head of the Customer Engineering Branch, Code 542.

(End of clause)

H.5 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219-90) (JULY 1996)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" is included in Section I of this contract. The agreed to

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Subcontracting Plan for Small, Small Disadvantaged and Women-Owned Small Business Concerns required by the clause is included as Attachment D in Section J.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 10-95), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 10-95), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 18-52.219-75, "Small Business and Small Disadvantaged Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HC, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 18-52.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly.

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Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.6 RESERVED

H.7 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS
(GSFC 52.223-92) (OCT 1988)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 205.2).

(End of clause)

H.8 RESERVED

H.9 POSITION QUALIFICATIONS (GSFC 52.237-102) (OCT 1988) (Applicable to CLIN 2)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy, as a minimum, the applicable labor category qualifications, both education and experience, set forth in Attachment B of Section J of this contract.

If during the performance of this contract, the Government issues task order(s) requiring direct labor category qualifications other than those set forth in the Attachment, the Attachment may be modified appropriately by mutual agreement of the parties to this contract. Further, whenever in the opinion of the Contractor it may be necessary to employ personnel who do not meet personnel qualifications and

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experience requirements, a written waiver may be granted upon written request by the Contractor, substantiated by appropriate data and information to support the assignment of such personnel, if in the opinion of the Contracting Officer, it is in the best interest of the Government.

(End of clause)

H.10 UNAUTHORIZED PURCHASES (GSFC 52.244-91) (OCT 1988)

The Contractor shall not purchase any property as a direct item of cost under this contract unless necessary for the performance of the contract and/or authorized under the terms of the contract or approved or directed by the Contracting Officer.

(End of clause)

H.11 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(End of clause)

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H.12 YEAR 2000 COMPLIANCE (MAY 1998)

- (a) Definition: ``Year 2000 Compliant'', as used in this clause, means that the information technology (hardware, software, and firmware, including embedded systems or any other electromechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.
- (b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of:
- Updates to the Inventory of COTS software products, custom-built software, hardware and firmware. Inventory lists shall track the following Year 2000 compliance milestones (defined in SOW Section 6 titled: ``Year 2000 Compliance''): Assessment, Renovation and Implementation. Updates are due on the last day of each month through March 31, 1999.
 - Update and implement the Year 2000 Compliance Test Plans for the following projects:
 - ADC (Astronomical Data Center)
 - ASCA (Advanced Satellite for Cosmology and Astrophysics)
 - CDAWeb (Coordinated Data Analysis Web)
 - CDF (Common Data Format)
 - ISTP (International Solar and Terrestrial Program) Ingest
 - NDADS (ARMS, FST, JIMS, SOAR)
 - Network hardware and software
 - NOST (NASA Office of Standards and Technology)
 - NSSDC Information Systems
 - NSSDC Operations
 - Personal Computers
 - ROSAT (Roentgen Satellite)
 - SPyCAT (Space Physics Catalog)
 - SSCWEB (Satellite Situation Center WEB)
 - UNIX Systems (COTS & Hardware)
 - VMS Systems (COTS & Hardware)

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- WISARD (Web Interface for Searching Archival Research Data)
- XSDC (XTE Science Data Center)
- Other Astrophysics Applications
- Other Space Physics Applications
- Other Space Physics Ingest

Updates are due on the last day of each month through March 31, 1999.

- Software test data sets and results are due March 31, 1999.

- (c) The contractor warrants that any IT items or services provided under this contract that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.
- (d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 120 days after acceptance. In addition, all other terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(end of clause)

H.13 DATA AND DOCUMENT DISTRIBUTION SERVICES

The Contractor shall operate and administer the data and document distribution services specified herein. Subscribers or users of these distribution services except those classes (e.g., researchers with NASA contracts) of users exempted as directed by the Government, shall be charged fees as specified by the Government for each service. The fees shall be paid directly to the Contractor in accordance with the Government-established price list which will be updated each year. These fees, including interest earned with respect thereto, shall be referred to as income.

The income as defined above shall become the property of the Contractor. The Contractor shall not be entitled to reimbursement by the Government of costs otherwise reimbursable under this contract in accordance with applicable cost principles of the

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Federal Acquisition Regulations to the extent that costs have been recouped through receipts generated by charging fees as aforesaid. Each invoice or public voucher submitted for payment by the Government under this contract shall be supported by a detailed statement of total allowable costs incurred and income received for the period covered by the voucher or invoice and such invoice or voucher shall claim only the amount of the allowable costs in excess of the income from that period. In the event that income should exceed costs, then the excess shall be credited to the next month's income. Upon termination of this contract or upon commencement of an extension of the contract without break in the Contractor's performance, any excess then existing of income over allowable cost or performance shall be carried forward and treated as income received in performance of such extension. Only income actually received and representing payment for service rendered shall be reported on invoices or vouchers. Accounts receivable shall not be applied to the cost hereof until the income is received by the Contractor. In the event that the Contractor should be succeeded by another Contractor upon completion of this contract, then all accounts receivable should be assigned to the successor Contractor.

Administration by the parties of the income under the contract shall be subject to the contract terms.

(End of Text)

H.14 DISCLAIMER OF WARRANTY

The following disclaimer notice applies to work performed under this contract; and such notice shall be included in the price list and list of data available to users, as well as attached to all data documentation delivered under this contract:

"The data, documentation, media, and other items (hereinafter "products") and services which are furnished pursuant to NASA Contract NAS5-98156 are provided on an "AS IS" basis. Neither NASA nor Raytheon STX Corp. make any warranty whatsoever in regard to the products or services, their suitability or accuracy. NASA and Raytheon STX Corp. expressly disclaim all warranties including, but not limited to, the warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL NASA OR Raytheon STX Corp. BE LIABLE FOR ANY DAMAGES RESULTING OR ARISING FROM USAGE OF OR RECEIPT OF SAID DATA AND SERVICES INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES."

(End of Text)

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

- (52.202-1) DEFINITIONS (OCT 1995)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
- (52.215-23) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1995)
- (52.215-25) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1995)
- (52.215-27) TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)
- (52.215-31) WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)
- (52.215-33) ORDER OF PRECEDENCE (JAN 1986)
- (52.215-39) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (MAR 1996)
- (52.215-40) NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)
- (52.216-7) ALLOWABLE COST AND PAYMENT (MAR 1997)
- (52.216-10) INCENTIVE FEE (MAR 1997) The fill-in for paragraph (e) is contained in Clause G.15.I(e)
- (52.219-8) UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

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- (52.219-9) SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)--ALTERNATE II (MAR 1996)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-20) WALSH HEALY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-26) EQUAL OPPORTUNITY (APR 1984)
- (52.222-28) EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
- (52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
- (52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-10) WASTE REDUCTION PROGRAM (MAY 1995)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 18-52.227-14 (PN 89-72)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1996)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- (52.232-17) INTEREST (JUNE 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA FAR Supplement 18-32.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.233-1) DISPUTES (OCT 1995)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

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- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE I (APR 1984)
- (52.244-2) SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1997)--ALTERNATE I (AUG 1996) {paragraph (e) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
(DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- (52.248-1) VALUE ENGINEERING (MAR 1989)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is A.V. Diaz at 301-286-5066.
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (18-52.219-77) NASA MENTOR-PROTEGE PROGRAM (JUL 1997)
- (18-52.219-79) MENTOR REQUIREMENTS AND EVALUATION (JUL 1997)
- (1852.223-70) SAFETY AND HEALTH (MAR 1997)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

CONTRACT CLAUSES

I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor in the form of a modification to the contract within the period of performance as stated in clause F.5 provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

CONTRACT CLAUSES

I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)

(a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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I.5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.6 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.7 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of

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operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.8 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (JUL 1997)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

I.9 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving

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institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

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I.10 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

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I.11 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18- 27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Accessioning Department
800 Elkridge Landing Road
Linthicum Heights, MD 21090-2934

(End of clause)

I.12 EMERGENCY EVACUATION PROCEDURES (18-52.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

SECTION J OF NAS5-98156

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Statement of Work	5/19/98	41
B	Position Descriptions (Applicable to CLIN 2)	5/19/98	31
C	Skill Mix (Applicable to CLIN 2)	5/19/98	1
D	Small Business Subcontracting Plan	8/13/98	10
E	Reserved		
F	Listing of Installation Provided Government Property	5/19/98	1
G	Technical Incentive Fee Computation	5/19/98	3
H	Metric Tracking Plan * (Applicable to CLIN 1)	TBD	TBD
I	Reserved		
J	Data Products Fee List	5/19/98	3
K	Archive Management Plan * (Applicable to CLIN 1)	TBD	TBD
L	Performance Evaluation Plan (To be provided by the Government)	TBD	TBD

* Will be incorporated upon approval.

(End of clause)